

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM711928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biorem Technologies, Inc.		12/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	1165 Franklin Boulevard, Unit H		
City:	Cambridge		
State/Country:	CANADA		
Postal Code:	ONN1R8E1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5389131	BIOREM	
Registration Number:	5122288	BIOSORBENS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3154237100		
Email:	kpurdy@harrisbeach.com		
Correspondent Name:	Harris Beach, PLLC		
Address Line 1:	333 West Washington Street, Suite 200		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	Neal L. Slifkin		
SIGNATURE:	/Neal L. Slifkin/		
DATE SIGNED:	03/03/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is made to that certain Letter of Agreement (as amended from time to time, the “**Letter of Agreement**”) entered into as of December 1, 2021 by and between THE TORONTO-DOMINION BANK, through its South Central Ontario Commercial Banking Centre located in Cambridge, Ontario (the “**Bank**”) and BIOREM TECHNOLOGIES, INC., a Ontario corporation (the “**Borrower**”).

This Intellectual Property Security Agreement is entered into as of December 1, 2021 by and between the Bank and Borrower.

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the “**Loans**”) in the amounts and manner set forth in the Letter of Agreement. The Bank is willing to make the Loans to the Borrower, but only upon the condition, among others, that the Borrower grant to the Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of the Borrower under the Letter of Agreement.

B. Pursuant to the terms of the security agreement dated December 1, 2021 (as same may be amended, modified or supplemented from time to time (the “**Security Agreement**”); capitalized terms used herein are used as defined in the Security Agreement), Borrower has granted to the Bank a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Letter of Agreement and all other agreements now existing or hereafter arising between the Borrower and the Bank, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Letter of Agreement and under any other agreement now existing or hereafter arising between the Borrower and the Bank, Borrower grants and pledges to the Bank a security interest in all of Borrower’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation the copyrights, patents and trademarks applied for or registered in United States and Canada as listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Bank under the Security Agreement. The rights and remedies of the Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which

are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank provided for herein or in the Letter of Agreement, the Security Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Letter of Agreement, the Security Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Bank, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the date written above.

BORROWER:

Address of Borrower:

7496 Wellington Road 34
Puslinch, ON N0B 2J0, Canada

BIOREM TECHNOLOGIES, INC.


By: Douglas Newman

Title: Chief Financial Officer

THE BANK:

Address of the Bank:

1165 Franklin Boulevard, Unit H
Cambridge, ON N1R 8E1, Canada

THE TORONTO-DOMINION BANK


By: Eric Bergeron

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

Country	Title	App. No./Patent No.	Filing Date/Issue Date	Inventor	Status	Expiration
United States	BIOFILTER WITH MODULAR TRAYS	08/165,517 5,595,910	December 10, 1993 January 21, 1997	KANT et al.	Issued	10-Dec-13
United States	ARRANGEMENT FOR AIR PURIFICATION; AND METHOD	08/788,595 5,869,323	January 22, 1997 February 9, 1999	HORN, Robert Jeffrey	Issued	January 22, 2017
United States	ARRANGEMENT FOR AIR PURIFICATION	08/414,728 5,635,394	March 31, 1995 June 3, 1997	HORN, Robert Jeffrey	Issued	March 31, 2015

EXHIBIT C

Trademarks

Country	Trademark	Registration No.	Registration Date
United States	BIOREM ^R	5,389,131	1/30/2018
Canada	BIOREM ^R	TMA418871	10/29/1993
Canada	BIOCUBE ^R	TMA682661	02/28/2007
Canada	Mytilus ^R	TMA684630	03/27/2007
United States	Biosorbens ^R	5,122,288	1/17/2017
Canada	Biosorbens ^R	TMA733649	1/30/2009